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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

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DEC 28 2007

PUBLIC SERVICE
COMMISSION

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC)
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

CASE NO. 2007-00455

E.ON-U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

EXHIBIT 32

Big Rivers Electric Corporation Open Access Transmission Tariff - July 23, 2001
Pages 1-157

December 17, 2007

BIG RIVERS ELECTRIC CORPORATION

OPEN ACCESS

TRANSMISSION TARIFF

Revised July 23, 2001

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I. COMMON SERVICE PROVISIONS

1 **Definitions**

- 1.1 Ancillary Services:** Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of Big Rivers' Transmission System in accordance with Good Utility Practice.
- 1.2 Annual Transmission Costs:** The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by Big Rivers.
- 1.3 Application:** A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.
- 1.4 Completed Application:** An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.
- 1.5 Control Area:** An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.6 Curtailment: A reduction in firm or non-firm transmission service in response to a transmission capacity shortage as a result of system reliability conditions.

1.7 Delivering Party: The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

1.8 Designated Agent: Any entity that performs actions or functions on behalf of Big Rivers, an Eligible Customer, or the Transmission Customer that are required under the Tariff.

1.9 Direct Assignment Facilities: Facilities or portions of facilities that are constructed by Big Rivers for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to regulatory approval where applicable.

1.10 Eligible Customer: (i) Any electric utility (including Big Rivers and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that Big Rivers offer the unbundled transmission service, or pursuant to a voluntary offer of such service by Big Rivers. (ii) Any retail customer taking unbundled Transmission Service pursuant to a state

requirement that Big Rivers offer the transmission service, or pursuant to a voluntary offer of such service by Big Rivers, is an Eligible Customer under the Tariff.

- 1.11 Facilities Study:** An engineering study conducted by Big Rivers to determine the required modifications to Big Rivers' Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.
- 1.12 FERC:** The Federal Energy Regulatory Commission, or its successor agency.
- 1.13 Firm Point-To-Point Transmission Service:** Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.
- 1.14 Good Utility Practice:** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the

desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.15 Hourly Non-Firm Transmission Service: Non-Firm

Transmission Service under Rate Schedule HNF that is scheduled and paid for on an as-available basis and is subject to interruption.

1.16 Interruption: A reduction in non-firm transmission service due to economic reasons pursuant to Section 12.7.

1.17 LEM: LG&E Energy Marketing Inc., the purchaser of all of Big Rivers' generating unit output, directly or indirectly during the term of Big Rivers' twenty-five year transaction with LEM, LG&E Energy Corp., and other affiliates of LG&E Energy Corp.

1.18 Load Ratio Share: Ratio of a Transmission Customer's Network Load to Big Rivers' total load computed in accordance with Sections 34.2 and 34.3 of the Network

Integration Transmission Service under Part III the Tariff and calculated on a rolling twelve month basis.

- 1.19 Load Shedding:** The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.
- 1.20 Long-Term Firm Point-To-Point Transmission Service:** Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.
- 1.21 Native Load Customers:** The wholesale power customers of Big Rivers, on whose behalf Big Rivers, by contract, has undertaken an obligation to construct and operate its system to meet the reliable electric needs of such customers. Big Rivers' native load customers specifically include its four member distribution cooperatives and their successors: Green River Electric Corporation; Henderson-Union Electric Cooperative; Jackson Purchase Electric Cooperative Corporation; and Meade County Rural Electric Cooperative Corporation.
- 1.22 Network Customer:** An entity receiving transmission service pursuant to the terms of Big Rivers' Network

Integration Transmission Service under Part III of the Tariff.

1.23 Network Integration Transmission Service: The transmission service provided under Part III of the Tariff.

1.24 Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

1.25 Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the

technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

1.26 Network Operating Committee: A group made up of representatives from the Network Customer(s) and Big Rivers established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

1.27 Network Resource: Any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

1.28 Network Upgrades: Modifications or additions to transmission-related facilities that are integrated with and support Big Rivers' overall Transmission System for the general benefit of all users of such Transmission System.

- 1.29 Non-Firm Point-To-Point Transmission Service:** Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on an hourly basis as Hourly Non-Firm Transmission Service or on a daily, weekly, or monthly basis for renewable terms as Short-Term Non-Firm Transmission Service.
- 1.30 Open Access Same-Time Information System (OASIS):** The information system and standards of conduct contained in Part 37 of the Federal Energy Regulatory Commission's regulations and all additional requirements implemented by subsequent FERC orders dealing with OASIS.
- 1.31 Part I:** Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.
- 1.32 Part II:** Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.33 Part III:** Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction

with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.34 Parties: Big Rivers and the Transmission Customer receiving service under the Tariff.

1.35 Point(s) of Delivery: Point(s) on Big Rivers' Transmission System where capacity and energy transmitted by Big Rivers will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-to-Point Transmission Service.

1.36 Point(s) of Receipt: Point(s) of interconnection on Big Rivers' Transmission System where capacity and energy will be made available to Big Rivers by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-to-Point Transmission Service.

1.37 Point-To-Point Transmission Service: The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

- 1.38 Power Purchaser:** The entity that is purchasing the capacity and energy to be transmitted under the Tariff.
- 1.39 Receiving Party:** The entity receiving the capacity and energy transmitted by Big Rivers to Point(s) of Delivery.
- 1.40 Regional Transmission Group (RTG):** A voluntary organization of transmission owners, transmission users and other entities approved by the Federal Energy Regulatory Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.
- 1.41 Reserved Capacity:** The maximum amount of capacity and energy that Big Rivers agrees to transmit for the Transmission Customer over Big Rivers' Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.
- 1.42 Secondary Point(s) of Receipt of Delivery:** Points of Receipt and/or Point(s) of Delivery other than those specified in a Service Agreement which a transmission customer taking firm service under a Service Agreement

desires to use on a non-firm basis pursuant to Section 21.1 under Part II of this Tariff.

1.43 Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and Big Rivers for service under the Tariff.

1.44 Service Commencement Date: The date Big Rivers begins to provide service pursuant to the terms of an executed Service Agreement, or the date Big Rivers begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

1.45 Short-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

1.46 Short-Term Non-Firm Point to Point Transmission Service: Non-Firm Transmission Service that is reserved and/or scheduled on a daily, weekly, or monthly basis for renewable terms of not more than one (1) month and charged under Rate Schedule STNF.

1.47 System Impact Study: An assessment by Big Rivers of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration

Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

1.48 Third-Party Sale: Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

1.49 Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that Big Rivers create a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

1.50 Transmission Service: Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.51 Transmission System: The facilities owned, controlled or operated by Big Rivers that are used to provide transmission service under Part II and Part III of the Tariff.

1.52 Transmission System Monthly Peak: The maximum firm usage of Big Rivers' Transmission System in a calendar month.

2 Initial Allocation and Renewal Procedures

2.1 Initial Allocation of Available Transmission

Capability: For purposes of determining whether existing capability on Big Rivers' Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.

2.2 Reservation Priority For Existing Firm Service

Customers: Existing firm service customers (wholesale requirements and transmission-only, with a contract term of one-year or more), have the right to continue to take transmission service from Big Rivers when the

contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from Big Rivers or elects to purchase capacity and energy from another supplier. If at the end of the contract term, Big Rivers' Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current rate in effect for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.

3 Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. Big Rivers is required to provide, and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation Sources.

In addition, Big Rivers, as Control Area Operator, is required to offer to provide the following ancillary services only to Transmission Customers serving load within Big Rivers' Control Area: (i) Regulation and Frequency Response, (ii) Energy Imbalance Service, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. Big Rivers will provide these services for a pass through of costs to Big Rivers under arrangements with LEM at LEM's FERC-approved tariff rates. A Transmission Customer serving load within Big Rivers' Control Area is required to acquire these Ancillary Services, either from Big Rivers, from LEM, or from a third party or by self-supply when technically feasible. The Transmission Customer may not decline Big Rivers' offer of these required Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from Big Rivers.

In the event of unauthorized use of Ancillary Services by a Transmission Customer, Big Rivers will charge such transmission customer the full cost to Big Rivers for such services, including any penalties imposed by LEM.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and

made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by Big Rivers in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by Big Rivers must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by Big Rivers' wholesale merchant or any affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be offered for the same period to all Eligible Customers on Big Rivers' system. Sections 3.1 through 3.6 below list the six Ancillary Services.

3.1 Scheduling, System Control and Dispatch Service: The rates and/or methodology are described in Schedule 1.

3.2 Reactive Supply and Voltage Control from Generation Sources Service: The rates and/or methodology are described in Schedule 2 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff.

3.3 Regulation and Frequency Response Service: This service is described in Schedule 3 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff.

3.4 Energy Imbalance Service: This service is described in Schedule 4 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff when service is obtained from LEM.

3.5 Operating Reserve - Spinning Reserve Service: This service is described in Schedule 5 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff when service is obtained from LEM.

3.6 Operating Reserve - Supplemental Reserve Service: This service is described in Schedule 6 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff when service is obtained from LEM.

4 Open Access Same-Time Information System (OASIS)

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Federal Energy Regulatory Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). Big Rivers will adopt an OASIS meeting FERC's Requirements, and will implement an OASIS as required for public utilities by FERC, either alone or in coordination with other utilities in the region. In the event available transmission capability as posted on the OASIS is insufficient to accommodate a request for firm transmission

service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

5 [Reserved for Future Use]

6 Reciprocity

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to Big Rivers on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled, or operated by the Transmission Customer's corporate affiliates. A Transmission Customer that is a member of a power pool or Regional Transmission Group also agrees to provide comparable transmission service to the members of such power pool and Regional Transmission Group on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or, operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled, or operated by the Transmission Customer's corporate affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls, or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control, or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

7 Billing and Payment

7.1 Billing Procedure: Within a reasonable time after the first day of each month, Big Rivers shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer by the first working day after the twenty-fourth day of the month. All payments shall

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be made in immediately available funds payable to Big Rivers, or by wire transfer to Farmers Bank of Henderson, Kentucky, ABA #083900538, for credit to Big Rivers' Account No. 1085559, or such other financial institution or account number as Big Rivers shall specify in writing.

- 7.2 Interest on Unpaid Balances:** Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated using the Discount Rate as published in the Money Rates section of the Wall Street Journal effective as of the first business day of the calendar month in which an unpaid balance becomes overdue. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment, with interest calculated and pro-rated for that portion of the month in which amounts are outstanding. The applicable interest rate shall be recalculated each month using the new Discount Rate as published in the Money Rates section of the Wall Street Journal effective as of the first business day of the month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Big Rivers

7.3 Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to Big Rivers on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after Big Rivers notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, Big Rivers may terminate service subject to any applicable regulatory approval or subject to the dispute resolution procedures of Section 11 if no regulatory approval is applicable; provided, however, that Big Rivers shall be entitled to terminate service for non-payment of undisputed bills without application of the Section 11 dispute resolution procedures if no regulatory approvals are required. In the event of a billing dispute between Big Rivers and the Transmission Customer, Big Rivers will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending

resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then Big Rivers may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days.

8 Accounting for Big Rivers' Use of the Tariff:

Big Rivers shall record the following amounts, as outlined below.

8.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

8.2 Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which Big Rivers conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately

stated and identified in the Transmission Customer's
billing under the Tariff.

9 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement thereunder shall be construed as affecting in any way the right of Big Rivers to unilaterally make changes in rates, terms and conditions, charges, classifications of service, rules or regulations of this Tariff. This Tariff, and any Service Agreement entered into thereunder, will terminate immediately, at Big Rivers' option, if (i) FERC declines to issue a declaratory order approving this Tariff as complying with the reciprocity provisions of FERC's Order No. 888; (ii) if a FERC order approving the Tariff as complying with reciprocity is vacated on appeal; or (iii) if the Commission subsequently alters its decision in the declaratory order that this tariff complies with the reciprocity requirement and requires modifications to this tariff that Big Rivers finds unacceptable. In the event Big Rivers terminates this Tariff pursuant to the above reasons, Big Rivers will continue to provide firm and non-firm transmission service to existing Transmission Customers pursuant to contractual commitments specified in Service Agreements so long as such Transmission Customers continue to grant reciprocal

access to their own transmission systems or those of any affiliates pursuant to Section 6 of this Tariff.

Nothing contained in the Tariff or any Service Agreement thereunder shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise any rights under the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder, including any rights exercisable under Section 211 of the Federal Power Act.

10 Force Majeure and Indemnification

10.1 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither Big Rivers nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this

Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2 Indemnification: The Transmission Customer shall at all times indemnify, defend, and save Big Rivers harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Big Rivers' performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by Big Rivers.

11 Creditworthiness

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, Big Rivers may require reasonable credit review procedures. This review shall be conducted in accordance with standard commercial practices. In addition, Big Rivers may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its

responsibilities and obligations under the Tariff, or an alternative form of security proposed by the Transmission Customer and acceptable to Big Rivers and consistent with commercial practices established by the Uniform Commercial Code that protects Big Rivers against the risk of non-payment.

12 Dispute Resolution Procedures

12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and Big Rivers involving transmission service under the Tariff shall be referred to a designated senior representative of Big Rivers and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

12.2 External Arbitration Procedures: Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator

within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable regulations or Regional Transmission Group rules.

12.3 Arbitration Decisions: Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret

and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction.

The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act.

12.4 Costs: Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (A) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- (B) one half the cost of the single arbitrator jointly chosen by the Parties.

12.5 Rights Under The Federal Power Act: Nothing in this section shall restrict the rights of any party to file an Application for Transmission Services with the Commission under Section 211 of the Federal Power Act.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

Big Rivers will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

13 Nature of Firm Point-To-Point Transmission Service

13.1 Term: The minimum term of Firm Point-To-Point

Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

13.2 Reservation Priority: Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service. Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines:

one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service.

Before the conditional reservation deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for Short-Term Firm Point-to-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 13.8) from being notified by Big Rivers of a longer-term competing request for Short-Term Firm Point-to-Point Transmission Service. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff. Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will

have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

13.3 Use of Firm Transmission Service by Big Rivers: Big Rivers will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed after the date this Tariff becomes effective. Big Rivers will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

13.4 Service Agreements: Big Rivers shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. Big Rivers shall offer a standard form Firm Point-to-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-to-Point Transmission Service pursuant to the Tariff.

13.5 Transmission Customer Obligations for Facility

Additions or Redispatch Costs: In cases where Big Rivers determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers, and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with Big Rivers' ability to meet prior firm contractual commitments to others, Big Rivers will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate Big

Rivers for any necessary transmission facility

additions pursuant to the terms of Section 27. To the extent Big Rivers can relieve any system constraint more economically by arranging for redispatch of generating resources located in Big Rivers' control area rather than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate Big Rivers and/or the party whose resources are redispatched pursuant to the terms of Section 27. Any redispatch, Network Upgrade, or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

13.6 Curtailment of Firm Transmission Service: In the event that a Curtailment on Big Rivers' Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments first will be made on a non-discriminatory basis to all Native Load Customer transactions involving service to customers that have agreed to accept interruptible retail service and all non-Native Load Customer transactions(s) that effectively relieve the constraint. In the event

That curtailing all applicable interruptible service

Native Load Customer transactions and all non-Native
Load Customer transaction does not effectively relieve

the constraint, curtailments then will be made on a

non-discriminatory basis to Native Load Customer

transactions that effectively relieve the constraint.

Subject to this higher priority for Native Load

Customers not taking interruptible retail service, if

multiple transactions require Curtailment, to the

extent practicable and consistent with Good Utility

Practice, Big Rivers will curtail service to Network

Customers and Transmission Customers taking Firm Point-

To-Point Transmission Service on a comparable basis.

When making Curtailments, Non-Firm Point-To-Point

Transmission Service shall be subordinate to Firm

Transmission Service. When Big Rivers determines that

an electrical emergency exists on its Transmission

System and implements emergency procedures to Curtail

Firm Transmission Service, the Transmission Customer

shall make the required reductions upon request of Big

Rivers. However, Big Rivers Reserves the right to

Curtail, in whole or in part, any Firm Transmission

Service provided under the Tariff when, in Big Rivers'

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sole discretion, an emergency or other unforeseen

condition impairs or degrades the reliability of its

Transmission System. Big Rivers will notify all

affected Transmission Customers in a timely manner of

any scheduled Curtailments.

13.7 Classification of Firm Transmission Service:

- (a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a

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non-firm basis over Secondary Points of Receipt and/or Delivery consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.

- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on Big Rivers' Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant, in which case the units would be treated as a single Point of Receipt.
- (c) Big Rivers shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and

corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 6. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. Big Rivers shall specify the rate treatment and all related terms and

conditions applicable in the event that a Transmission Customer (including Third-Party Sales by Big Rivers) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery.

13.8 Scheduling of Firm Point-To-Point Transmission Service:

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to Big Rivers no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. of the day prior to commencement service will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of one (1) MW per hour. Transmission Customers within Big Rivers' service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under one (1) MW per hour, may consolidate their service requests at a common point of receipt into units of one (1) MW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Big Rivers

will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Big Rivers, and Big Rivers shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14 Nature of Non-Firm Point-To-Point Transmission Service

14.1 Term: Non-Firm Point-To-Point Transmission Service

will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of Short-Term Non-Firm Point-to-Point Transmission Service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3

14.2 Reservation Priority: Non-Firm Point-To-Point

Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned to reservations with a longer duration of service. In the event the Transmission System is constrained, competing requests of equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term reservation before being preempted. A longer term competing request for Non-Firm Point-to-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-to-Point Transmission Service after notification by Big Rivers; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 14.6) for Non-Firm Point-to-Point

Transmission Service other than hourly transactions after notification by Big Rivers. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

14.3 Use of Non-Firm Point-To-Point Transmission Service by

Big Rivers: Big Rivers will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed after the date this tariff goes into effect. Big Rivers will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

14.4 Service Agreements: Big Rivers shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff.

14.5 Classification of Non-Firm Point-To-Point Transmission

Service: Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. Big Rivers undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. Non-Firm Transmission Service in excess of non-firm capacity reservations made on Big Rivers' OASIS (including all unscheduled uses of transmission by third-parties) shall be billed at 120% of the maximum applicable Rate Schedule HNF rates. Non-Firm Point-To-Point Transmission Service shall include (i) Hourly Non-Firm Transmission Service -- Transmission of energy on an hourly basis under Schedule HNF. (ii) Short-Term Non-Firm Transmission Service -- Transmission of scheduled short-term capacity and energy on a short term, non-firm basis which is reserved on a sequential daily, weekly or

monthly basis under Schedule STNF, but not to exceed one month's reservation for any one Application, under Schedule 7.

14.6 Scheduling of Non-Firm Point-To-Point Transmission

Service: Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to Big Rivers no later than 2:00 p.m. of the day prior to commencement of such service unless otherwise mutually agreed. Schedules submitted after 2:00 p.m. of the day prior to commencement of service will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of one (1) MW per hour. Transmission Customers within Big Rivers' service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under one (1) MW per hour, may consolidate their schedules at a common Point of Receipt into units of one (1) MW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Big Rivers will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those

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furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party, or Receiving Party revise or terminate any schedule, such party shall immediately notify Big Rivers and Big Rivers shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered. Until such time as Big Rivers develops its OASIS, all Non-Firm Transmission Service Schedules and any changes thereto shall be submitted to Big Rivers at:

Telephone No. (270) 827-9553

Telefax No. (270) 827-2855.

Thereafter, all Non-firm Transmission Service Schedules shall be submitted directly onto Big Rivers' OASIS in accordance with FERC approved procedures.

14.7 Curtailment or Interruption of Service: Big Rivers reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. Big Rivers reserves the right to Interrupt, in

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whole or in part, Non-Firm Point-To-Point Transmission

Service provided under the Tariff for economic reasons

in order to accommodate (1) a request for Firm

Transmission Service, (2) a request for Non-Firm Point-

To-Point Transmission Service of greater duration, (3)

a request for Non-Firm Point-To-Point Transmission

Service of equal duration with a higher price, or (4)

transmission service for Network Customers from non-

designated resources. Big Rivers also will discontinue

or reduce service to the Transmission Customer to the

extent that deliveries for transmission are

discontinued or reduced at the Point(s) of Receipt.

Where required, Curtailments or Interruptions will be

made on a non-discriminatory basis to the

transaction(s) that effectively relieve the constraint,

however, Non-Firm Point-To-Point Transmission Service

shall be subordinate to Firm Transmission Service. If

multiple transactions require Curtailment or

Interruption, to the extent practicable and consistent

with Good Utility Practice, Curtailments or

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Interruptions will be made to transactions of the

Shortest term (e.g., hourly non-firm transactions will

be curtailed or interrupted before daily non-firm

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transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over Secondary Point(s) of Receipt and Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff.

15 Service Availability: Big Rivers will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

15.1 General Conditions: Big Rivers will provide Firm and Non-Firm Point-To-Point Transmission Service over, on, or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

15.2 Determination of Available Transmission Capability:

A description of Big Rivers' specific methodology for assessing available transmission capability posted on Big Rivers' OASIS (described in Section 4 of this Tariff) is contained in Attachment C of the Tariff. In the event sufficient transmission capability may not

exist to accommodate a service request, Big Rivers will respond by performing a System Impact Study.

15.3 Initiating Service in the Absence of an Executed

Service Agreement: If Big Rivers and a Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of a Point-To-Point Service Agreement, Big Rivers shall submit to the Transmission Customer, within thirty (30) days after the date the Transmission Customer provides written notification directing Big Rivers to do so, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by Big Rivers for such requested Transmission Service. Big Rivers shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate Big Rivers at its currently effective rate, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3. In the event a Transmission Customer accepting transmission service from Big Rivers under an unexecuted agreement disagrees with the terms and conditions of such service, that

customer shall have recourse to the dispute resolution procedures of Section 12 of the Tariff.

15.4 Obligation to Provide Transmission Service that

Requires Expansion or Modification of the Transmission

System: If Big Rivers determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, Big Rivers will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate Big Rivers for such costs pursuant to the terms of Section 27. Big Rivers will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. This obligation applies only to those facilities that Big Rivers has the right to expand and/or modify.

15.5 Deferral of Service: Big Rivers may defer providing transmission service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever Big Rivers determines that providing the

requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

15.6 Other Transmission Service Schedules: Eligible

Customers receiving transmission service under other agreements may continue to receive transmission service under those agreements until such time as those agreements are modified by the parties or an applicable regulatory commission, or expire.

15.7 Real Power Losses: Real Power Losses are associated with all transmission service. Big Rivers is not obligated to provide Real Power Losses to Transmission Customers. The Transmission Customer is responsible for replacing losses associated with all transmission service as such losses are calculated by Big Rivers. Big Rivers shall recalculate average system Real Power Loss factors on a yearly basis according to the methodology specified in Schedule 10.

16 Transmission Customer Responsibilities

16.1 Conditions Required of Transmission Customers: Point-To-Point Transmission Service shall be provided by Big Rivers only if the following conditions are satisfied by the Transmission Customer:

- a. The Transmission Customer has pending a Completed Application for service;
- b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- c. The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to Big Rivers prior to the time service under Part II of the Tariff commences;
- d. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation; and
- e. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

16.2 Transmission Customer Responsibility for Third-Party

Arrangements: Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by Big Rivers, notification to Big Rivers

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identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by Big Rivers pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, Big Rivers will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

17 Procedures for Arranging Firm Point-To-Point Transmission Service

17.1 Application: A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to:

Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson Kentucky 42420
Telephone No. (270) 827-2561
Telefax No. (270) 827-2558

at least sixty (60) days in advance of the calendar month in which service is to commence. Big Rivers will consider requests for such firm service on shorter notice when feasible. Requests for Short-Term Firm Transmission Service shall be subject to expedited

procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5.

All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on Big Rivers' OASIS. Prior to implementation of Big Rivers' OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the priority of the Application.

17.2 Completed Application: A Completed Application shall provide all of the information included in the Federal Energy Regulatory Commission's regulations at 18 CFR § 2.20, including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of

service, an Eligible Customer under the
Tariff;

- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. Big Rivers will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of FERC's regulations;

- (v) A description of the supply characteristics of the capacity and energy to be delivered;
- (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (vii) The Service Commencement Date and the term of the requested Transmission Service; and
- (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on Big Rivers' Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement of one (1) MW.

Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of FERC's regulations.

17.3 Deposit: A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service

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requests of less than one month. If the Application is rejected by Big Rivers because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest calculated using the Discount Rate as published in the Money Rates section of the Wall Street Journal during each month while the deposit is held less any reasonable costs incurred by Big Rivers in connection with the review of the losing bidder's Application. The deposit also will be returned with interest calculated as above, less any reasonable costs incurred by Big Rivers, if Big Rivers is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest calculated as above, less reasonable costs incurred by Big Rivers to the extent such costs have not already been recovered by Big Rivers from the Eligible Customer. Big Rivers will provide to the Eligible Customer a complete accounting of all costs deducted

from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest calculated as above, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be calculated from the day the deposit check is credited to Big Rivers' account.

17.4 Notice of Deficient Application: If an Application fails to meet the requirements of the Tariff, Big Rivers shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. Big Rivers will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, Big Rivers shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the

Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

17.5 Response to a Completed Application: Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, Big Rivers shall make a determination of available transmission capability as required in Section 15.2. Big Rivers shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1. Responses by Big Rivers must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

17.6 Execution of Service Agreement: Whenever Big Rivers determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no

later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by Big Rivers will be deemed a withdrawal and termination of the Application, and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service: The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by

releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

**18 Procedures for Arranging Non-Firm Point-To-Point
Transmission Service**

18.1 Application: Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to Big Rivers. Applications should be submitted by entering the information listed below on Big Rivers' OASIS. Prior to implementation of Big Rivers' OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a

time-stamped record for establishing the service priority of the Application.

18.2 Completed Application: A Completed Application shall provide all of the information included in the Federal Energy Regulatory Commission's regulations at 18 CFR § 2.20, including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, Big Rivers also may ask the Transmission Customer to provide the following:

- (vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- (vii) The electrical location of the ultimate load.

Big Rivers will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

18.3 Reservation of Non-Firm Point-To-Point Transmission

Service: Requests to reserve monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests to reserve weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests to reserve daily service shall be submitted no earlier than two (2) days before service is to commence, and requests to reserve hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for Short-Term Non-Firm Service received later than 2:00 p.m. prior to the day service

is scheduled to commence will be accommodated if practicable.

18.4 Determination of Available Transmission Capability:

Following receipt of a tendered Application Big Rivers will make a determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.

19 Additional Study Procedures For Firm Point-To-Point Transmission Service Requests

19.1 Notice of Need for System Impact Study: After receiving a request for service, Big Rivers shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Big Rivers' methodology for completing a System Impact Study is provided in Attachment D. If Big Rivers determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform

the Eligible Customer, as soon as practicable. In such cases, Big Rivers shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Big Rivers for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

19.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study Agreement will clearly specify Big Rivers' estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, Big Rivers shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not

be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Big Rivers to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that Big Rivers conducts on its own behalf, Big Rivers shall record the cost of the System Impact Studies pursuant to Section 19.

19.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, Big Rivers will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct

Assignment Facilities or Network Upgrades required to provide the requested service. In the event that Big Rivers is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. Big Rivers will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. Big Rivers shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted

Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

19.4 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, Big Rivers, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Big Rivers for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, Big Rivers will use due diligence to complete the required Facilities Study within a sixty (60) day period. If Big Rivers is unable to complete the Facilities Study in the allotted time period, Big Rivers shall notify the Transmission

Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide Big Rivers with a letter of credit or other reasonable form of security acceptable to Big Rivers equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

19.5 Facilities Study Modifications: Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of Big Rivers that significantly affect the final cost of new facilities or upgrades to be charged to Big Rivers pursuant to the provisions of Part II of the Tariff.

19.6 Due Diligence in Completing New Facilities: Big Rivers shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. Big Rivers will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

19.7 Partial Interim Service: If Big Rivers determines that it will not have adequate transmission capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, Big Rivers

shall offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, Big Rivers shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.8 Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting Big Rivers to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate Big Rivers for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service.

While Big Rivers agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate Big Rivers for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

20 Procedures if Big Rivers is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1 Delays in Construction of New Facilities: If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, Big Rivers shall promptly notify the Transmission Customer. In such circumstances, Big Rivers shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission

Customer. Big Rivers also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of Big Rivers that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 Alternatives to the Original Facility Additions: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, Big Rivers shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request Big Rivers to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, Big Rivers shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event Big Rivers concludes that no reasonable alternative exists and the Transmission Customer disagrees, the

Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12.

20.3 Refund Obligation for Unfinished Facility Additions:

If Big Rivers and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, Big Rivers' obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest calculated for each month using the Discount Rate as published in the Money Rates section of the Wall Street Journal measured as of the first day of the month for each such month during which the deposit was held. However, the Transmission Customer shall be responsible for all prudently incurred costs by Big Rivers through the time construction was suspended.

21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities

21.1 Responsibility for Third-Party System Additions: Big Rivers shall not be responsible for making arrangements for any necessary engineering, permitting, and

construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. Big Rivers will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2 Coordination of Third-Party System Additions: In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, Big Rivers shall have the right to coordinate construction on its own system with the construction required by others. Big Rivers, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. Big Rivers shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific

problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by Big Rivers of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12.

22 Changes in Service Specifications

22.1 Modifications On a Non-Firm Basis: The Transmission Customer taking Firm Point-To-Point Transmission Service may request Big Rivers to provide transmission service on a non-firm basis over Secondary Receipt and Delivery Points in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

- (a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by Big Rivers on behalf of its Native Load Customers.

- (b) The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.
- (c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.
- (d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

22.2 Modification On a Firm Basis: Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17

hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service: A

Transmission Customer taking service under this tariff may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the higher of (i) the original rate paid by the Reseller, (ii) Big Rivers' maximum rate at the time of the assignment, or (iii) the Reseller's opportunity cost capped at Big Rivers' cost of expansion. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any

other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify Big Rivers as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by Big Rivers pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, Big Rivers will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of Big Rivers' transmission system or its member distribution cooperatives' distribution systems. The Assignee shall compensate Big Rivers for

performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

23.3 Information on Assignment or Transfer of Service: In accordance with Section 4, Resellers may use Big Rivers' OASIS to post transmission capacity available for resale.

24 Metering and Power Factor Correction at Receipt and Delivery Points(s)

24.1 Transmission Customer Obligations: Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to Big Rivers. Such equipment shall remain the property of the Transmission Customer, unless otherwise specified in the applicable Service Agreement.

24.2 Transmission Provider Access to Metering Data: Big

Rivers shall have access to all metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3 Power Factor: Unless otherwise agreed, the Transmission

Customer is required to maintain the power factor of the load at Big Rivers' delivery points at a level greater than or equal to 0.95, leading or lagging.

25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Schedule 7:Firm Point-To-Point Transmission Service (Schedule FTS); Schedule 8: Short-Term Non-Firm Point-To-Point Transmission Service (Schedule STNF); and Schedule 9: Hourly Non-Firm Transmission Service (Schedule HNF). Big Rivers shall use Part II of the Tariff to make its Third-Party Sales under new contracts commencing on the effective date of this Tariff. Big Rivers shall account for such use at the applicable Tariff rates, pursuant to Section 8.

26 Stranded Cost Recovery

Big Rivers reserves the right to seek to recover stranded costs from the Transmission Customer pursuant to this Tariff in

accordance with the terms, conditions and procedures set forth in FERC Order No. 888, to the extent applicable.

27 Compensation for New Facilities and Redispatch Costs

Whenever a System Impact Study performed by Big Rivers in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Federal Energy Regulatory Commission policy. Whenever a System Impact Study performed by Big Rivers identifies capacity constraints that may be relieved more economically by redispatching generating resources located within Big Rivers' Control Area rather than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Federal Energy Regulatory Commission policy.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

Big Rivers will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned

Network Resources to serve its Network Load in a manner comparable to that in which Big Rivers utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff.

28 Nature of Network Integration Transmission Service

28.1 Scope of Service: Network Integration Transmission

Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in Big Rivers' Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

28.2 Big Rivers' Responsibilities: Big Rivers will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to

provide the Network Customer with Network Integration Transmission Service over Big Rivers' Transmission System. Big Rivers, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by Big Rivers to calculate available transmission capability. Big Rivers shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to Big Rivers' delivery of its own generating and purchased resources to its Native Load Customers.

28.3 Network Integration Transmission Service: Big Rivers will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to Big Rivers' use of the

Transmission System to reliably serve its Native Load Customers.

28.4 Secondary Service: The Network Customer may use Big Rivers' Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

28.5 Real Power Losses: Real Power Losses are associated with all transmission service. Big Rivers is not obligated to provide Real Power Losses to Network Customers. The Network Customer is responsible for replacing losses associated with all transmission service rendered by Big Rivers at Real Power Loss factors calculated by Big Rivers. Big Rivers shall recalculate average system Real Power Loss factors on an annual basis using the methodology specified in Schedule 10 of the Tariff.

28.6 Restrictions on Use of Service: The Network Customer shall not use Network Integration Transmission Service

for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of Big Rivers' Transmission System.

29 Initiating Service

29.1 Condition Precedent for Receiving Service: Subject to the terms and conditions of Part III of the Tariff, Big Rivers will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and Big Rivers complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that Big Rivers implement a proposed unexecuted Service Agreement, and (iv) the Eligible Customer executes a Network Operating Agreement with Big Rivers pursuant to Attachment G.

29.2 Application Procedures: An Eligible Customer

requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to Big Rivers as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on Big Rivers' OASIS. Prior to implementation of Big Rivers' OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in the Federal Energy Regulatory Commission's regulations at 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each of Big Rivers' substations at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection), which shall include, for each Network Resource:
 - Unit size and amount of capacity from that unit to be designated as Network Resource
 - VAR capability (both leading and lagging) of all generators
 - Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit

- Any must-run unit designations required for system reliability or contract reasons
 - Approximate variable generating cost (\$/MWH) for redispatch computations
 - Arrangements governing sale and delivery of power to third parties from generating facilities located in Big Rivers' Control Area, where only a portion of unit output is designated as a Network Resource
 - Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery point(s) to Big Rivers' Transmission System;
- (vi) Description of Eligible Customer's transmission system:
- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by Big Rivers
 - Operating restrictions needed for reliability
 - Operating guides employed by system operators
 - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
 - Location of Network Resources described in subsection (v) above
 - 10 year projection of system expansions or upgrades
 - Transmission System maps that include any proposed expansions or upgrades
 - Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; and
- (vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

Unless the Parties agree to a different time frame, Big Rivers must acknowledge the request within ten (10) days of receipt. The acknowledgment must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, Big Rivers shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, Big Rivers will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, Big Rivers shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

**29.3 Technical Arrangements to be Completed Prior to
Commencement of Service: Network Integration**

Transmission Service shall not commence until Big Rivers and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. Big Rivers shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4 Network Customer Facilities: The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from Big Rivers' Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5 Filing of Service Agreement: Big Rivers, if required, will file Network Service Agreements with any applicable regulatory commissions in compliance with applicable regulations.

30 Network Resources

30.1 Designation of Network Resources: Network Resources shall include all generation owned, purchased, or leased by the Network Customer designated to serve Network Load under the Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource by providing Big Rivers with as much advance notice as practicable. A designation of a new Network Resource

must be made by a request for modification of service pursuant to an Application under Section 28.

30.3 Termination of Network Resources: The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time but should provide notification to Big Rivers as soon as reasonably practicable.

30.4 Operation of Network Resources: The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Big Rivers' Control Area such that the output of those facilities exceeds its designated Network Load, plus non-firm sales delivered pursuant to Part II of the Tariff, plus losses. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of Big Rivers to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System.

30.5 Network Customer Redispatch Obligation: As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by Big Rivers pursuant to

Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and Big Rivers.

30.6 Transmission Arrangements for Network Resources Not

Physically Interconnected With Big Rivers: The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with Big Rivers' Transmission System. Big Rivers will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

30.7 Limitation on Designation of Network Resources:

The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

30.8 Use of Interface Capacity by the Network Customer:

There is no limitation upon a Network Customer's use of Big Rivers' Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of Big Rivers' total interface capacity with other transmission systems may not exceed the Network Customer's Load.

30.9 Network Customer Owned Transmission Facilities: The

Network Customer that owns existing transmission facilities that are integrated with Big Rivers' Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of Big Rivers to serve its power and transmission customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III of the Tariff, the Network Customer shall receive credit where such facilities are jointly planned and installed in

coordination with Big Rivers. Calculation of the credit shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

31 Designation of Network Load

31.1 Network Load: The Network Customer must designate the individual Network Loads on whose behalf Big Rivers will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

31.2 New Network Loads Connected With Big Rivers: The Network Customer shall provide Big Rivers with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. Big Rivers will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided

in Section 32.4 and shall be charged to the Network Customer in accordance with Commission policies.

31.3 Network Load Not Physically Interconnected with Big

Rivers: This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with Big Rivers. To the extent that the Network Customer desires to obtain transmission service for a load outside Big Rivers' Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.4 New Interconnection Points: To the extent the Network Customer desires to add a new Delivery Point or

interconnection point between Big Rivers' Transmission System and a Network Load, the Network Customer shall provide Big Rivers with as much advance notice as reasonably practicable.

31.5 Changes in Service Requests: Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by Big Rivers and charged to the Network Customer as reflected in the Service Agreement. However, Big Rivers must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6 Annual Load and Resource Information Updates: The Network Customer shall provide Big Rivers with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff. The Network Customer also shall provide Big Rivers with timely written notice of material

changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting Big Rivers' ability to provide reliable service.

32 Additional Study Procedures For Network Integration

Transmission Service Requests

32.1 Notice of Need for System Impact Study: After receiving a request for service, Big Rivers shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Big Rivers' methodology for completing a System Impact Study is provided in Attachment D. If Big Rivers determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, Big Rivers shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Big Rivers for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study

Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

32.2 System Impact Study Agreement and Cost

Reimbursement:

- (i) The System Impact Study Agreement will clearly specify Big Rivers' estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, Big Rivers shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Big Rivers to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.
- (iii) For System Impact Studies that Big Rivers conducts on its own behalf, Big Rivers shall record the cost of the System Impact Studies pursuant to Section 8.

32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, Big Rivers will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that Big Rivers is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required

studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. Big Rivers will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. Big Rivers shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

32.4 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, Big Rivers, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities

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Study Agreement pursuant to which the Eligible Customer

shall agree to reimburse Big Rivers for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest calculated for each calendar month or partial calendar month using the Discount Rate as published in the Money Rates section of the Wall Street Journal applicable on the first of each such calendar month or partial calendar month during which the deposit was held. Upon receipt of an executed Facilities Study Agreement, Big Rivers will use due diligence to complete the required Facilities Study within a sixty (60) day period. If Big Rivers is unable to complete the Facilities Study in the allotted time period, Big Rivers shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study.

When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide Big Rivers with a letter of credit or other reasonable form of security acceptable to Big Rivers equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

33 Load Shedding and Curtailments

33.1 Procedures: Prior to the Service Commencement Date, Big Rivers and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of

responding to contingencies on the Transmission System. The Parties will implement such programs during any period when Big Rivers determines that a system contingency exists and such procedures are necessary to alleviate such contingency. Big Rivers will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.2 Transmission Constraints: During any period when Big Rivers determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of Big Rivers' system, Big Rivers will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of Big Rivers' system. To the extent Big Rivers determines that the reliability of the Transmission System can be maintained by redispatching resources, Big Rivers will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and Big Rivers' own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between Big Rivers' use of the Transmission System on behalf of its Native

Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3 Cost Responsibility for Relieving Transmission

Constraints: Whenever Big Rivers implements least-cost redispatch procedures in response to a transmission constraint, Big Rivers and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

33.4 Curtailments of Scheduled Deliveries: If a

transmission constraint on Big Rivers' Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and Big Rivers determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.

33.5 Allocation of Curtailments: Big Rivers shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by Big Rivers and the Network Customer in proportion to their respective Load Ratio Shares. Big Rivers shall not

direct the Network Customer to Curtail schedules to an extent greater than Big Rivers would Curtail Big Rivers' schedules under similar circumstances.

33.6 Load Shedding: To the extent that a system contingency exists on Big Rivers' Transmission System and Big Rivers determines that it is necessary for Big Rivers and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7 System Reliability: Notwithstanding any other provisions of this Tariff, Big Rivers reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on Big Rivers' part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on Big Rivers' Transmission System or on any other system(s) directly or indirectly interconnected with Big Rivers'

Transmission System, Big Rivers, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. Big Rivers will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to Big Rivers' use of the Transmission System on behalf of its Native Load Customers. Big Rivers shall specify in the Network Operating Agreement the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

34 Rates and Charges

The Network Customer shall pay Big Rivers for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, along with the following:

34.1 Monthly Demand Charge: The Network Customer shall pay a monthly Demand Charge, which shall be determined by

multiplying its Load Ratio Share times one twelfth (1/12) of Big Rivers' Annual Transmission Revenue Requirement specified in Schedule H.

34.2 Determination of Network Customer's Monthly Network

Load: The Network Customer's monthly Network Load is its hourly load (including its designated Network Load not physically interconnected with Big Rivers under Section 30.3) coincident with Big Rivers' Transmission System Monthly Peak.

34.3 Determination of Big Rivers' Transmission System

Monthly Load: Big Rivers' Transmission System monthly load is Big Rivers' Transmission System Monthly Peak minus the coincident peak usage of all Firm Point-To-Point Transmission Service customers pursuant to Part II of this Tariff plus the Reserved Capacity of all Firm Point-To-Point Transmission Service customers.

34.4 Redispatch Charge: The Network Customer shall pay a Load Ratio Share of any redispatch costs allocated between the Network Customer and Big Rivers pursuant to Section 33. To the extent that Big Rivers incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33, such amounts shall be

credited against the Network Customer's bill for the applicable month.

35 Operating Arrangements

35.1 Operation under The Network Operating Agreement: The Network Customer shall plan, construct, operate, and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

35.2 Network Operating Agreement: The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement with each respective Network Customer. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within Big Rivers' Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between Big Rivers and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation

schedules for units outside Big Rivers' Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and ECAR, (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with Big Rivers, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and ECAR requirements. Big Rivers shall not unreasonably refuse to accept contractual

arrangements with another entity for Ancillary Services.

35.3 Network Operating Committee: A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into Big Rivers' Control Area. Scheduling, System Control and Transmission Dispatch Service is to be provided directly by Big Rivers and the Transmission Customer must purchase this service from Big Rivers. The charges for Scheduling, System Control and Transmission Dispatch Service are included within the rates for point-to-point and network transmission service, and include recovery of the developmental costs of Big Rivers' OASIS. Additional user-based fees may in the future be imposed to recover variable costs of operating the OASIS.

Dynamic Scheduling Service also will be provided by Big Rivers to the Transmission Customer as part of this service upon request at costs to be determined. Dynamic Scheduling Service involves the arrangement for moving the electrical effects of load or generation located within one Control Area (or other larger area of coordinated dispatch operation) such that the electrical effect of the load or generation is recognized in the real-time control and dispatch of another Control Area. Under

Dynamic Scheduling Service, Big Rivers agrees to assign certain customer load or generation to another Control Area, and to send the associated control signals to the respective control center of that Control Area. Dynamic Scheduling is implemented through the use of specific telemetry and control equipment, which a Transmission Customer requesting Dynamic Scheduling Service is required to provide and install at its own cost. The provisions under which Big Rivers will provide Dynamic Scheduling Service are set forth below:

- (1) The Transmission Customer may designate any amount of firm Point-to-Point Transmission Service as Dynamic Scheduling Service.
- (2) Designation of any amount of Firm Transmission Service as Dynamic Scheduling Service shall not relieve the Transmission Customer from paying Big Rivers the transmission charges for the total amount of reserved transmission capacity.
- (3) The amount of Firm Transmission Service not designated as Dynamic Scheduling Service shall be scheduled pursuant to the terms and conditions of this Tariff.
- (4) The amount of Firm Transmission Service designated as Dynamic Scheduling Service need not be scheduled, and no scheduling charge will be levied by Big Rivers.

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In addition, assignment to Third Parties and use of Secondary Point(s) of Receipt and Delivery shall not be allowed for Firm Transmission Service designated as Dynamic Scheduling Service.

SCHEDULE 2

**Reactive Supply and Voltage Control from
Generation Sources Service**

In order to maintain transmission voltages on Big Rivers' transmission facilities within acceptable limits, generating units in Big Rivers' Control Area, the output of which is sold to or owned by LEM, are operated to produce (or absorb) reactive power as required by Big Rivers' transmission facilities. All Transmission Customers taking service from Big Rivers under this Tariff must obtain Reactive Supply and Voltage Control from Generation Sources Service from Big Rivers for each transaction on Big Rivers' transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to a Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in ECAR and consistently adhered to by Big Rivers.

Reactive Supply and Voltage Control from Generation Sources Service is to be provided by Big Rivers, which has made arrangements with LEM to provide this service to Big Rivers as

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necessary for operation of Big Rivers' Transmission System. The charges for such service will be based on rates which reflect a pass-through of the costs charged to Big Rivers by LEM.

SCHEDULE 3

Regulation and Frequency Response Service

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load within Big Rivers' Control Area and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation in Big Rivers' Control Area, the output of which is sold to or owned by LEM, which output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load for load located within Big Rivers' Control Area. Because Big Rivers obtains this service from LEM for its own load, Big Rivers has arranged for LEM to provide this service to Big Rivers on a tariff basis for all other loads located within Big Rivers' Control Area. The Transmission Customer must either purchase this service from Big Rivers, or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The amount of, and charges for, Regulation and Frequency Response

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Service charged by Big Rivers will reflect a pass-through of the costs charged to Big Rivers by LEM.

SCHEDULE 4

Energy Imbalance Service

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. Big Rivers is required to arrange for the provision of this service when a Transmission Customer's requested transmission service is used to serve load within Big Rivers' Control Area. Because Big Rivers no longer controls the output of the generation needed to provide this ancillary service and obtains this service from LEM for its native load, Big Rivers has arranged for LEM to provide this service to Big Rivers on a Tariff basis for all other load within Big Rivers' Control Area. Transmission Customers must either purchase this service from Big Rivers or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. The amount of, and charges for, Energy Imbalance Service charged by Big Rivers will reflect a pass-through of the costs charged to Big Rivers by LEM.

SCHEDULE 5

Operating Reserve - Spinning Reserve Service

Spinning Reserve Service is a reserve service needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. Because Big Rivers no longer controls the output of the generation needed to provide this service, Big Rivers has arranged for LEM to provide this service to Big Rivers' native load and to provide this service to Big Rivers on a tariff basis for the benefit of all Transmission Customers taking transmission service to serve load located within Big Rivers' Control Area. The Transmission Customer must either purchase this service from Big Rivers or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of, and charges for, Spinning Reserve Service will reflect a pass through of the costs charged to Big Rivers by LEM.

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation, or by interruptible load. Because Big Rivers no longer controls the output of the generation needed to provide this service, Big Rivers has arranged for LEM to provide this service to Big Rivers' native load and to provide this service to Big Rivers on a tariff basis for the benefit of Transmission Customers taking transmission service to serve load located within Big Rivers' Control Area. The Transmission Customer must either purchase this service from Big Rivers or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of, and charges for, Supplemental Reserve Service will reflect a pass-through of the costs charged to Big Rivers by LEM.

SCHEDULE 7

Rate Schedule FTS

Long-Term Firm and Short-Term Firm Point-To-Point

Transmission Service

The Transmission Customer shall compensate Big Rivers each month for Reserved Capacity at the sum of the applicable charges set forth below:

- 1) **Yearly delivery:** one-twelfth of the demand charge of \$ 11.80/KW of Reserved Capacity per year.
- 2) **Monthly delivery:** \$0.98/KW of Reserved Capacity per month.
- 3) **Weekly delivery:** \$0.227/KW of Reserved Capacity per week.
- 4) **Daily delivery:** \$0.045/KW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount

made by Big Rivers must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, Big Rivers must offer the same discounted service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

SCHEDULE 8

Rate Schedule STNF

Short-Term Non-Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate Big Rivers for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

- 1) **Monthly delivery:** up to \$0.98/KW of Reserved Capacity per month.
- 2) **Weekly delivery:** up to \$0.227/KW of Reserved Capacity per week.
- 3) **Daily delivery:** up to \$0.045/KW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 4) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by Big Rivers must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by

posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, Big Rivers must offer the same discounted service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

SCHEDULE 9

Rate Schedule HNF

Hourly Non-Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate Big Rivers for Hourly Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

Basic Charge for Hourly delivery: The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$2.836/MWH. The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) of Rate Schedule STNF times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) of Rate Schedule STNF times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

SCHEDULE 10

Real Power Loss Factor Calculation

Real Power Losses are associated with all Transmission Service and must be provided by all Transmission Customers taking service under this Tariff. In January of every year, the average loss rate for the previous calendar year shall be calculated in the following manner:

$$\text{average loss rate} = \frac{\text{annual power losses}}{\text{Big Rivers' deliveries of energy}}$$

with

annual power losses = [Big Rivers' receipts of energy - Big Rivers' deliveries of energy].

Big Rivers' receipts of energy shall be determined as the sum of:

- (i) energy from generation in Big Rivers' control area (excluding all generating station use but including scheduled energy reimbursements for losses rendered to Kentucky Utilities in accordance with the Interconnection Agreement between Big Rivers and Kentucky Utilities);
- (ii) imports of energy for delivery within Big Rivers' control area (determined at Big Rivers' receipt points, including dynamically scheduled loads);
- (iii) receipts of energy for wheeling-through transmission by others;

and (iv) net inadvertent power exchanges with other control areas (i.e., inadvertent receipts minus inadvertent deliveries).

Big Rivers' deliveries of energy shall be determined as the sum of: (i) all deliveries of energy to destinations located within Big Rivers' control area (including deliveries to Henderson Municipal Power & Light); (ii) exports of energy from Big Rivers' control area (measured at Big Rivers' delivery points, including dynamically scheduled exports); and (iii) deliveries of energy for wheeling through transmission by others.

Energy exports associated with the loss makeup responsibility to Kentucky Utilities (in accordance with the Interconnection Agreement between Big Rivers and Kentucky Utilities) shall not be counted as part of Big Rivers' deliveries of energy.

The three-year average of the most currently recalculated annual loss rate and the annual loss rates calculated for each of the previous two years (with 2.0% as the established annual loss rate for 1994, 1995 and 1996) shall become the effective annual loss rate as of February 1 in each year.

ATTACHMENT A

**Form Of Service Agreement For
Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between Big Rivers Electric Corporation (Big Rivers), and _____ ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by Big Rivers to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to Big Rivers an Application deposit in the amount of \$_____, in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties _____.
- 5.0 Big Rivers agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

Big Rivers Electric Corporation

Open Access Transmission Tariff

Revised Sheet No.137

Replacing Original Sheet No.137

Page 2 of 4

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, Kentucky 42420
Telephone No. (270) 827-2561

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

Specifications For Long-Term Firm Point-To-Point
Transmission Service

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and energy to be transmitted by Big Rivers including the electric Control Area in which the transaction originates.

3.0 Point(s) of Receipt: _____

Delivering Party: _____

4.0 Point(s) of Delivery: _____

Receiving Party: _____

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): _____

6.0 Designation of party(ies) subject to reciprocal service obligation: _____

7.0 Name(s) of any Intervening Systems providing transmission service: _____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charge: _____

8.4 Ancillary Services Charges: _____

ATTACHMENT B

**Form Of Service Agreement For Non-Firm Point-To-Point
Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ (Big Rivers), and _____ (Transmission Customer).
- 2.0 The Transmission Customer has been determined by Big Rivers to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 17.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by Big Rivers upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information Big Rivers deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 Big Rivers agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Big Rivers Electric Corporation

Open Access Transmission Tariff

Revised Sheet No.141

Replacing Original Sheet No.141

Page 2 of 2

Transmission Provider:

Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, Kentucky 42420
Telephone No. (270) 827-2561

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

ATTACHMENT C

Methodology to Assess Available Transmission Capability

Big Rivers will assess the capability of the Transmission System to provide the service requested using the criteria and process for this assessment as detailed in Big Rivers' FERC Form 715 submittal. In determining the level of capacity available for new Transmission Service requests, Big Rivers may exclude, from capacity to be made available for new Transmission Service requests, that capacity needed to meet current and reasonably forecasted load of Native Load Customers and Network Customers, existing firm Point-To-Point Transmission Services customers, previously received pending Applications for firm Point-To-Point Transmission Service and to meet existing contractual obligations under other tariffs and rate schedules.

In subsequent updates, Big Rivers will compute the transmission transfer capability available from the Delivering Party to the Receiving Party using Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of Big Rivers, ECAR, and any entity of which Big Rivers is a member and which has been approved by the Commission to promulgate or apply regional or national reliability planning standards (such as an RTG), or any similar organization that may exist in the future of which Big Rivers is then a member. Principal items used to determine maximum transmission transfer capability available include reliability, transmission element loading, system contingency performance, voltage levels, and stability, and other criteria specified in Form 715.

ATTACHMENT D

Methodology for Completing a System Impact Study

Big Rivers will assess the capability of the Transmission System to provide service requested pursuant to this Agreement. Big Rivers will determine whether a proposed use of the Transmission System results in transmission interface loading such that First Contingency Total Transfer Capability (FCTTC) is not exceeded. The FCTTC shall be as defined by NERC.

"Acceptable" and "unacceptable" steady-state voltages and facility loadings are defined by criteria established by ECAR and other utility systems with which Big Rivers is interconnected.

In addition to the steady-state performance criteria described above, Big Rivers Transmission System is also designed taking into account dynamic stability performance to ensure any credible disturbance (short circuit or equipment disconnection) does not result in cascading tripping of transmission facilities. The criteria applied are those established by ECAR.

Transmission System performance for the requested service shall include a consideration of (i) the loads and projected loads of Big Rivers' native load customers, (ii) the loads of firm Point to Point Transmission Customers under this Agreement and pursuant to other agreements, rate schedules and contracts; (iii) transmission service to be provided in response to previously pending Valid Requests for transmission service under this Agreement and other contracts. Transmission Service to native load customers involves consideration of local transmission facility performance, in addition to consideration of any transmission interface transfer capability. This planning is performed the same as transmission planning for Big Rivers' native load. The primary design criterion for the Transmission System is that failure of any one circuit or piece of equipment should not cause a sustained outage or unacceptably high or low voltage to customer load, nor should it cause excessive loading on Transmission System equipment. This must be satisfied at any load level, during peak load periods as well as off-peak periods.

Big Rivers Electric Corporation

Open Access Transmission Tariff

Original Sheet No.144

The exceptions to this "single contingency" criterion are (i) small distribution substations which may be supplied by a single transmission line, and (ii) large groupings of substations for which double contingency system design may be employed.

Big Rivers Electric Corporation

Open Access Transmission Tariff
Original Sheet No.145

ATTACHMENT E

Index Of Point-To-Point Transmission Service Customers

<u>Customer</u>	<u>Date of Service Agreement</u>
-----------------	--------------------------------------

ATTACHMENT F

**Service Agreement For
Network Integration Transmission Service**

I. GENERAL TERMS AND CONDITIONS

1.0 This Service Agreement, dated as of _____, is entered into, by and between Big Rivers Electric Corporation (hereinafter Big Rivers), and _____ (hereinafter Transmission Customer).

2.0 The Transmission Customer has been determined by Big Rivers to have completed satisfactorily an Application for Network Integration Transmission Service;

3.0 Service under this Agreement shall commence on the later of: (1) _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as agreed to by the parties hereto. Service under this Agreement shall terminate on _____;

4.0 Big Rivers agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Service in accordance with the provisions of the Tariff and this Service Agreement.

Big Rivers Electric Corporation

Open Access Transmission Tariff
Original Sheet No.147

5.0 Any notice or request made to or by either party to this Agreement regarding this Service Agreement shall be made to the representative of the other party as indicated below.

Big Rivers Electric Corporation
201 Third Street
P.O. Box _____
Henderson, Kentucky _____

Transmission Customer

6.0 The Big Rivers Open Access Transmission Tariff, the attached Specifications for Network Integration Transmission Service, and Network Operating Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Service Agreement to be executed by their respective authorized officials.

Big Rivers Electric Corporation

By: _____

Date: _____

Title: _____

Big Rivers Electric Corporation

Open Access Transmission Tariff
Original Sheet No.148

Transmission Customer

By: _____

Date: _____

Title: _____

SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Term of Network Service: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and/or energy to be transmitted by Big Rivers across Big Rivers' Transmission System (including electric control are in which the transaction originates).

3.0 Network Resources

(1) Transmission Customer Generation Owned:

Resource Capacity Capacity Designated as Network Resource

(2) Transmission Customer Generation Purchased:

Source Contract Description Capacity

Total Network Resources Capacity: (1) + (2) = _____

4.0 Network Load

(1) Transmission Customer Network Load:

<u>Network Load</u>	<u>Transmission Voltage Level</u>
_____	_____
_____	_____
_____	_____

(2) Member Systems Load Designated as Network Load:

<u>Network Load</u>	<u>Transmission Voltage Level</u>
_____	_____
_____	_____
_____	_____

5.0 Designation of party subject to reciprocal service obligation: _____

6.0 Service under this Agreement may be subject to some combination of the charges below. (The appropriate charges for individual transactions will be determined in accordance with the Terms and Conditions of the Open Access Transmission Tariff).

6.1 Load Ratio Share of Annual Transmission Revenue

Requirement: _____

6.2 Gross Up in Load Ratio Share for Average System

Transmission Losses: _____

6.3 Facilities Study Charge: _____

6.4 Direct Assignment Facilities Charge: _____

6.5 Ancillary Services Charges: _____

6.6 Redispatch Charges: _____

Big Rivers Electric Corporation

Open Access Transmission Tariff
Original Sheet No.152

ATTACHMENT G

Network Operating Agreement

[To be developed between Big Rivers and future network
customers]

ATTACHMENT H

Annual Transmission Revenue Requirement

For Network Integration Transmission Service

1. The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be \$16,887,915.

2. The amount in (1) shall be effective until amended by Big Rivers or modified by the applicable regulatory commission.

Big Rivers Electric Corporation

Open Access Transmission Tariff

Original Sheet No.154

ATTACHMENT I

Index Of Network Integration Transmission Service Customers

<u>Customer</u>	<u>Date of Service Agreement</u>
-----------------	----------------------------------